

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between (1) The Salvation Army, a California corporation, located at 30840 Hawthorne Boulevard, Rancho Palos Verdes, California 90275 and designated by Federal Employer Identification Number 94-1156347 ("TSA"), acting through The Salvation Army Billings Corps location at 2100 6th Avenue North, Billings, Montana; and (2) Yellowstone County ("Collaborator"). (Collectively, TSA and Collaborator shall be referred to as "the Parties," and either individually shall be a "Party.")

WHEREAS TSA and Collaborator have identified substantially similar goals to serve the community in which they both currently operate; and

WHEREAS TSA and Collaborator wish to continue to work separately toward those goals but could each benefit by the coordination of certain services; and

WHEREAS Collaborator represents to TSA that the information indicated applies to Collaborator:

Type of Entity: ☐ Individual

☐ Sole proprietorship

☒ Corporation, ☒ nonprofit ☐ for profit
organized under the laws of the State of Montana

☐ Partnership
organized under the laws of the State of

Employer Identification Number: _____

NOW THEREFORE, the Parties hereto agree as follows:

1. Scope of Services. TSA and Collaborator will work together as they determine possible, each in its individual discretion and subject to the terms and conditions of agreements, as well as the applicable federal, state, and local laws and regulations that govern the Parties' individual operations. TSA shall provide the services described in Exhibit A, and Collaborator shall provide the services described in Exhibit A, both attached hereto and made a part hereof as though set forth in full.
2. No Partnership, No Joint Venture, No Employment. Each Party represents that does not intend to create a partnership or joint venture and the Parties agree that nothing in this agreement shall be construed to create a partnership or joint venture between the Parties. Each Party is providing services separately for the community, as more particularly described below, and not as an employee or agent of another Party. Each Party shall be wholly responsible for its own work, which is neither directed by nor under the control of any other Party.
 - a. Employees furnished by either Party ("Furnishing Party"), if any, shall be deemed solely those of Furnishing Party and under Furnishing Party's exclusive control. Furnishing Party shall assume exclusive responsibility (i) for payment of the salaries or wages of said employees, and (ii) to satisfy any legal obligations or reports relating to their employment, including but not limited to Social Security, unemployment insurance, workers' compensation, federal or state tax- withholding requirements, tax obligations, and any related reporting requirements.
 - b. All employees of the Parties shall be bound by this Agreement. Neither Party nor its employees shall be entitled to workers' compensation, employee medical-plan benefits, or any other employment benefits that the other Party provides to its regular, full-time employees.
 - c. The Parties expressly represent and warrant to each other that: (1) each Party is not and shall not be construed to be an employee of the other, that the Parties' status shall be that of independent contractors, and that each Party is solely responsible for its actions and inaction; (2) each Party shall act solely as an independent contractor, not as an employee or agent of the other; and (3) neither

Party is authorized to enter into contracts or agreements on behalf of the other Party or to otherwise create obligations of the other Party of any kind to third parties.

3. Term of Contract. The term of this contract shall be from April 10, 2020 to June 30, 2020. Notwithstanding the foregoing, this Agreement may be terminated at the convenience of either Party on five (5) business days' written notice to the other Party. On termination, each Party shall cease to perform any additional services. Termination shall not provide cause to give either Party a claim for damages for work to be performed after the time that notice of termination is served.
4. Compensation and Payment. The Parties agree that payments shall be based on the terms agreed to in Exhibit A.
5. Indemnification and Legal Compliance.

- a. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other Party, defend the other Party (the "Indemnified Party") from and against any and all claims, losses, liabilities, penalties, costs, and expenses, including reasonable attorneys' fees, established by judgment, alternative-resolution award, or determination of any administrative or regulatory body asserting authority over either Party or the subject matter of this Agreement, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- b. The provisions of this Section 5 shall survive the expiration or termination of this Agreement with respect to any claims or liability arising prior to such expiration or termination.
- c. Each Party agrees, represents, and warrants to the other that it will abide by any and all laws, regulations, or other legal requirements applicable to its performing this Agreement. Each Party represents and warrants that it is not debarred or suspended from contracting with any government entity, and each Party will inform the other within five days if it becomes so. Each Party will notify the other within five days if it becomes subject to an investigation regarding its compliance with any laws, regulations, or other legal requirements applicable to its performance of services under this Agreement.

6. Insurance.

- a. TSA shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☐ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials _____/_____.

- b. Collaborator shall obtain and maintain throughout the term of this Agreement policies of insurance as required by law and described more particularly below:

☒ Commercial General Liability insurance; said policy shall be written with limits no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

☒ Business/Commercial Automobile Liability insurance; said policy shall be written with a combined single limit no less than \$1,000,000.

☒ Worker's Compensation insurance shall be written with limits in conformity with the laws of the state in which services are performed.

☒ Professional Liability insurance; said policy shall be written with limits no less than \$1,000,000 per claim.

Initials _____/_____.

7. Additional Provisions. Collaborator acknowledges that this Agreement ☐ is ☒ is not subject to the provisions of one or more agreements for funding, attached hereto as Exhibit(s) _____ and made a part hereof as though set forth in full. If this Agreement is subject to such provisions, then Collaborator represents that Collaborator has read and agrees to comply with them in any way that they are applicable to Collaborator and as further made applicable to Collaborator by virtue of this Agreement. Initials _____/_____.
8. Reports and Auditing. Each Party, when requested, shall provide written reports to the other with respect to the services rendered hereunder. Each Party agrees to make available to the other Party all records necessary to verify its compliance with this Agreement, including, but not limited to schedules, wage records, payment records, receipts, and financial statements, all upon reasonable written notice or as required by law. Each Party agrees that any documents or records prepared for or provided to the other under this Section 8 will remain confidential unless otherwise required by law or expressly agreed in writing by the disclosing Party.
9. Confidentiality. Each Party agrees to abide by any requests for confidentiality that the other should make, provided that the requests are specific and directed to particular services or documents, including correspondence and emails, within the confines of the law. The Parties agree to treat all information related to third parties served under the scope of services of this Agreement as confidential, and each Party further agrees not to disclose such information without the prior, written consent of the person served and the other Party to this Agreement. The nature of the services provided under this contract ☐ does ☒ does not implicate the provisions of confidentiality laws or regulations requiring a specific kind of contract governing information sharing between the Parties, which if implicated is attached hereto as Exhibit _____ and made a part hereof as though set forth in full.
10. Subcontracting and Assignment. Neither Party may subcontract, delegate, nor assign any right or obligation under this Agreement to any third party without the prior, express, written consent of the other Party. Any such attempt to assign, delegate, or subcontract without proper approval shall be void.
11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the Parties, including their respective successors and assigns subject to the terms of this Agreement, and no other person or entity may have or acquire any right by virtue of this Agreement, including without limitation those clients served under its scope of work.
12. Conflict of Interest. Each Party shall timely disclose to the other any relationship with any third party creating a potential conflict of interest, including other employment relationships, contracts, family and business associations by which the disclosing Party benefits, directly or indirectly, or has an interest, financial or otherwise. Each Party represents that there is no actual conflict of interest between its engagements, employments, or familial or contractual relationships with third parties and the other Party.
13. Governing Law. This Agreement shall be governed according to the laws of the state in which services are performed.
14. Entire Agreement. This Agreement and the exhibits identified herein constitute the entire understanding between the Parties hereto and supercede all previous agreements, promises, representations, understanding, and negotiations, whether written or oral, including without limitation any previous version of this or any other document, signed or unsigned, including correspondence and emails. Any revisions to this Agreement shall be in writing and executed and dated by authorized representatives of both Parties hereto.

15. Severability. If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
16. Notices. Written notice by either Party to the other shall be effective five business days after mailing by registered mail to:

If to TSA:

with copy to

The Secretary for Business Administration
30840 Hawthorne Blvd
Rancho Palos Verdes, California 90275

If to Collaborator:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last below written:

THE SALVATION ARMY
a California corporation

By: _____

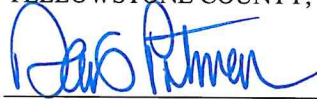
Its: _____

Attest: _____

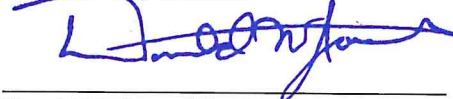
Its: _____

Dated: _____

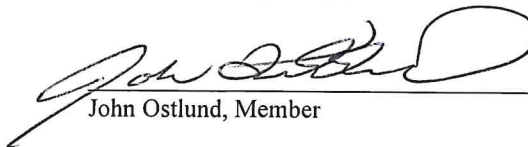
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Denis Pitman, Chairman



Donald W. Jones, Member



John Ostlund, Member

Attachment A

1. Staffing for the Isolation and Quarantine site at MetraPark Montana Pavilion. TSA agrees to:

- Provide the staffing of *5 on-call, non-public health workers* that are needed to monitor and facilitate guests at the isolation site.
- Provide the internal paperwork needed, supervise and schedule the staff, and will pay the staff \$16/hour. This is an on-call position and the employee will only be paid for hours worked. TSA will provide Yellowstone County with the contact information sufficient to notify the staff of the presence of guest(s).
- Will invoice Yellowstone County monthly.

Yellowstone County is responsible for providing the PPE necessary

Employee cost: \$25.43/per hour per employee = total payroll (\$20.66) + 23.1%

Payment is due 10 days after invoice.

Changes must be agreed upon by both parties. Changes will not go into effect until three-days after the agreed upon change(s).

Either party may cancel this MOU with five business days' notice.